BILL NO. S-86-05-34

SPECIAL ORDINANCE NO. S-94-86

AN ORDINANCE approving Contract for Res. 419-86, Prospect Avenue Storm Sewer, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety, and All Star Construction & Excavating, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne, by and through its Board of Public Works and All Start Construction & Excavating, Inc., for Res. 419-86, Prospect Avenue Storm Sewer, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> construction of main sewers bounded on the North by the North right-of-way line of Prospect Avenue; bounded on the East by the West right-of-way line of Griswold Avenue; bounded on the West by the centerline of Spy Run Avenue and bounded on the South by the South right-of-way line of Prospect Avenue, more particularly described as follows: Beginning at an existing storm sewer manhole located 20± LF South of and 25± LF West of the centerline intersection of Prospect Avenue and Griswold Drive; thence Westerly 20± LF South of and parallel to the centerline of said Prospect Avenue 1500± LF terminating at an existing storm sewer manhole located within the Westerly right-of-way line of Spy Run Avenue 20± LF South of the said Prospect Avenue. Said sewers shall be 12" and 15" in diameter;

the Contract price is One Hundred Fifty-Two Thousand Seven Hundred Sixty-Three and 50/100 Dollars ($152,763.50).

SECTION 2. Prior Approval was received from Common Council with respect to this Contract on May 13, 1986. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 5-27-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY					
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO					

DATE: 6-10-86

Nadyda Eshorn
~~SANDRA E. KENNEDY, CITY CLERK~~
Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION) (APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-94-86 on the 10th day of June, 1986,

ATTEST:

Nadyda Eshorn
~~SANDRA E. KENNEDY, CITY CLERK~~
Deputy Clerk

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1986, at the hour of 11:00 o'clock A.M.,E.S.T.

Nadyda Eshorn
~~SANDRA E. KENNEDY, CITY CLERK~~
Deputy Clerk

Approved and signed by me this 12th day of June, 1986, at the hour of 3:00 o'clock P.M.,E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Invitation for Bids/Award of Contract*
(FEDERALLY-ASSISTED Construction)

PROJECT: PROSPECT AVENUE STORM SEWER CONTRACT # 419-1986

CONTENTS

Check if Contained	Pages	Content Description
X	I	COVER SHEET
X	II-III	Instructions to Bidders
X	S/1	Schedule
X	SI/1	Schedule of Items
X	GP/1-GP/17	General Provisions
X	GPA/1-GPA/6	Federal Labor Standards Provisions
X	SP/1-SP/2	Special Conditions
X	Sheets 1-5	Plans and Specifications
		Drawings
X	NA/1	Notice to Proceed
X	NA/1	Notice of Award
X	AP/1	Apartheid Policy
X	CO/1-CO/2	Change Order Form

ATTACHMENTS

X	CSF/1	Certification of Non-Segregated Facility
X	NCA/1	Non-collusion Affidavit
X	BB/1	Bidder's Bond
		State Board of Accounts Form 96-A
X	CSF/1	Certificate in Lieu of Financing
X	WR/1	Prevailing Wage Scale-Indiana
X	FWR/1	Federal Wage Scale
X	PB/1-PB/2	Payment Bond
X	PGB/1-PGB/2	Warranty Bond

Discount for Prompt Payment (See G.P.)	10 Calendar Days ___%	20 Calendar Days ___%	30 Calendar Days ___%	Other ___%

ACKNOW. OF AMEND.	AMENDMENT # 1 3/21/86	AMENDMENT #__	AMENDMENT #__	Date

BID SUBMITTED
ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
By Edward F. Foss
Attest: Edward F. Foss
Its President
Offer Date 3/26/86
Bidder agrees to keep bid open acceptance for ____ (60 Days unless otherwise specified)

COMPLIANCE: J. Adams

O.C.2/85
S.O.W. Fed.
Note: AWARD WILL BE MADE ON THIS FORM

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE-BOARD OF PUBLIC WORKS & SAFETY
David Stier

Laurence D. Condors

CITY OF FORT WAYNE by its MAYOR

AWARD DATE: 5-7-86

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Ardmore Asphalt	FT Wayne	asphalt
2. West Acres Nursery	FT Wayne	Landscaping
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Buzzard Bro. Trucking	Zanesville Ind	Trucking
2. State Wide Trucking	FT Wayne	Trucking
3. Aggregate Leasing	FT. Wayne	aggregate

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

_____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

_____

_____

(attach additional sheets as necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

Contractor _____ Contractor _____

By Edward F. Foss By _____

Its President Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____

_____

(attach additional sheets if necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

Contractor _____

By Edward F. Fox

Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

Prospect Avenue Storm Sewer
Resolution 419-1985

All work will be performed in accordance with: Resolution #419-85, the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF $152,763.50 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 90 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liqudiated damages in the sum of $_____per day for each and everyday after ___days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of $_____per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

SCHEDULE OF ITEMS

DATE 3/7/86

PROJECT NAME: PROSPECT AVENUE STORM SEWER - Resolution 419-1985

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	15" RCP Class IV	1,020± LF	28.00	28,560 00
2	12" RCP Class IV	800± LF	21.40	17,120 00
3	CFT Type I-B Manhole	7± EA	928.50	6499 50
4	CFW Type I-C or I-F Inlets	12± EA	570.00	6840 00
5	Special Gravel Backfill	3,000± CY	5.45	16,350 00
6	12" Deep Strength Asphalt	1,800± SY	14.75	26,550 00
7	2" Type A-2 Surface Asphalt	3,100± SY	3.00	9300 00
8	House Water Line Disconnect and New Lines			
	Replaced (complete) See Special Notes	40± EA	750.00	30,000 00
9	Double Chip and Seal	1,000± SY	2.10	2100 00
10	10" Reinforced Concrete with J-Bolts			
	Provided within CFW Street Specifications	80± SY	24.00	1920 00
11	#73 Stone Backfill	500± CY	9.30	4650 00
12	Removal & Bulkhead Cost of Existing			
	12" Pipe	Lump Sum	1582.00	1582 00
13	21" RCP Class IV Sanitary Sewer Replace.	40± LF	1.00	40 00
14	CFW Type I-A Sanitary Manhole	2± EA	1.00	2 00
15	Seeding and 2" Mulch	1,000± SY	.45	450 00
16	Exploratory Excavation	4± EA	200.00	800 00

SUMMATION OF AA/EEO Statement
I will be (circle one)

1. Participating Member of Fort Wayne Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement 17 %

Total Construction Costs	$ 152763 50
Engineering & Inspect	$ 10,500 00
Advertisement	100 00

Continental Insurance

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION AND EXCAVATING, INC. as Principal, hereinafter called the Principal,

and THE CONTINENTAL INSURANCE COMPANY, of New York

a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works & Safety
1 Main St., 9th Floor, Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee,

in the sum of Five Per Cent (5%) of Maximum Bid---------- Dollars ($ ----------), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Res. #419-1986

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of March A. D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

BY: Edward F. Fox President
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

127 W. Berry (Witness)
Fort Wayne, IN 46802

THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Attorney-in-Fact
(Title)

BOND 4392C

PRINTED IN U.S.A.

The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million ($5,000,000) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

THE CONTINENTAL INSURANCE COMPANY

Attest:

T.H. Stephens, Assistant Vice President

By Michael J. Beernaert

Michael J. Beernaert, Vice-President

STATE OF NEW JERSEY }
COUNTY OF MIDDLESEX } ss.:

On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

MARILYN A. HOCKENBURY NOTARY PUBLIC NEW JERSEY

Marilyn A. Hockenbury
A Notary Public of New Jersey
My Commission Expires June 23, 1988

CERTIFICATE

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the 26th day of March ,19 86 .

James M. Keane, Assistant Vice President

Printed in U.S.A.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F Fox, the President
Position, of ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Company
Fort Wayne, Indiana 46804

hereby certify:

1. That the Financial Statement of said company, dated the 21 day of November 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 3/26/86

Edward F Fox
Signature

President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 26 day of March, 1986.

Sharon M. Rogers
Notary Public
Resident of Allen County

My Commission Expires:
9-3-88

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of ALL STAR CONSTRUCTION & EXCAVATING, INC. 5722 Langford Lane Fort Wayne, Indiana 46804, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of ALL STAR CONSTRUCTION & EXCAVATING, INC. 5722 Langford Lane Fort Wayne, Indiana 46804, that ALL STAR CONSTRUCTION & EXCAVATING, INC. 5722 Langford Lane Fort Wayne, Indiana 46804 does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 26 day of March, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

(Name of Bidder/Vendor)

Edward F. Fox President

(Name and Title of Person Signing)

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Edward F. Fox

Subscribed and sworn to before me by Edward F. Fox
this 26 day of March, 1986.

My Commision Expires:

9-3-88

Sharon M. Rogers
Notary Public
Resident of Allen County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

Bond No.

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC., 5722 Langford Lane,
(Here insert full name and address or legal title of the Contractor)
Fort Wayne, Indiana 46804

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works &
(Here insert full name and address or legal title of Owner)
Safety, One Main St., 9th Floor, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred Fifty Two Thousand, Seven Hundred Sixty Three & 50/100 Dollars ($152,763.50),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 7th, 1986 entered into a contract with Owner for Prospect Ave. Storm Sewer, Res. #419-1985

in accordance with drawings and specifications prepared by

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 7th day of May A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

BY Edward Ross Pres.
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Carol J. Dunham
(Witness)
127 W. Berry
Fort Wayne, Indiana 46802

John T. Pickel
(Title)
Attorney-in-Fact

Continental Insurance℠

Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC., 5722 Langford Lane,
(Here insert full name and address or legal title of the Contractor)
Fort Wayne, Indiana 46804

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works &
(Here insert full name and address or legal title of Owner)
Safety, One Main St., 9th Floor, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of One Hundred Fifty Two Thousand, Seven Hundred Sixty Three and 50/100---------- Dollars ($ 152,763.50),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 7, 1986
entered into a contract with Owner for Prospect Ave. Storm Sewer, Res. #419-1985

in accordance with drawings and specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2)Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 7th day of May A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

BY: Edward Foss Pres.
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)
(Surety)

Carol J. Hunter
127 W. Berry (Witness)
Fort Wayne, Indiana 46802

John J. Pohl
Attorney-in-Fact (Title)

BOND 4393C

'1306

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 419-86, Prospect Avenue Storm Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-86-05-34

SYNOPSIS OF ORDINANCE The Contract for Res. 419-86, Prospect Avenue Storm Sewer is for the construction of main sewers bounded on the North by the North right-of-way line of Prospect Avenue; bounded on the East by the West right-of-way line of Griswold Avenue; bounded on the West by the centerline of Spy Run Avenue and bounded on the South by the South right-of-way line of Prospect Avenue, more particularly described as follows: Beginning at an existing storm sewer manhole located 20± LF South of and 25± LF West of the centerline intersection of Prospect Avenue and Griswold Drive; thence, Westerly 20± LF South of and parallel to the centerline of said Prospect Avenue 1500± LF terminating an at existing storm sewer manhole located within the Westerly right-of-way line of Spy Run Avenue 20± LF South of the said Prospect Avenue. Said sewers shall be 12" and 15" in diameter.

Prior Approval May 13, 1986

All Star Construction & Excavating, Inc. is the Contractor.

EFFECT OF PASSAGE Improved storm sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $152,763.50

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-05-34

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Res. 419-86, Prospect Avenue Storm Sewer, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety, and All Star Construction & Excavating, Inc.,

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 6-10-86

SANDRA E. KENNEDY
CITY CLERK